

CONTRACT AGREEMENT

FOR THE PROJECT

**REPAIR AND MAINTENANCE OF WATER DISTRIBUTION SYSTEM AND
SANITARY AND PLUMBING SYSTEM AT ILOILO INTERNATIONAL AIRPORT**

Contract ID No. CILO 2021-018

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this OCT 04 2021 at Iloilo,
Philippines

by and between:

The Government Republic of the Philippines, through the **CIVIL
AVIATION AUTHORITY OF THE PHILIPPINES**, Iloilo
International Airport represented herein by
MANUELA LUISA F. PALMA, in her capacity as Acting Airport
Manager, Iloilo International Airport, Area Center VI, duly authorized for
this purpose, with office address at Iloilo International Airport, Brgy.
Gaub, Cabatuan, Iloilo, hereinafter referred to as the "PROCURING
ENTITY";

-and-

WINEGARD CONSTRUCTION SUPPLIES TRADING a
Company, duly organized and existing by virtue of Laws of the Republic
of the Philippines with office address at 41 Ledesma St., Iloilo City
represented by its owner **ENG HUY TIO**, hereinafter referred to as the
"CONTRACTOR"

WITNESSETH:

WHEREAS, in accordance with the advertisement of the PROCURING ENTITY
published/posted in accordance with the Revised Implementing Rules and Regulations of RA
9184, the CONTRACTOR & other contractors/bidders submitted bids to the **REPAIR AND
MAINTENANCE OF WATER DISTRIBUTION SYSTEM AND SANITARY AND
PLUMBING SYSTEM AT ILOILO INTERNATIONAL AIRPORT**, in accordance with
the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project, by the recommendation of the Bids and
Awards Committee (BAC) and stated on the approved Annual Procurement Plan for 2021,
which was approved by the Head of the Procuring Entity, has been considered thru
Public/Competitive Bidding;

WHEREAS, after the opening of bids on September 8, 2021, the bid price of the
CONTRACTOR was found to be the **Single Calculated Responsive Bid**;

WHEREAS, under Resolution No. CILO 2021-018-03 dated September 15, 2021, the
BAC recommends the award to the **WINEGARD CONSTRUCTION SUPPLIES
TRADING** as the winning Bidder in the amount of One Million Two Hundred Ten
Thousand Five Hundred Five Pesos (₱ 1,210,505.00).

NOW, THEREFORE, for and in consideration of the foregoing premises, and covenants hereinafter set forth, the parties hereto have agreed as follows:

1. That PROCURING ENTITY and CONTRACTOR shall abide by the provisions and specifications stated on the following documents, which shall be included in this Contract:

- a. Invitation to Bid or Request For Quotation, if any;
- b. Drawing/Plans
- c. Specifications
- d. Eligibility Requirements:
 - d.1. Registration Certificate from SEC, DTI for Sole proprietorship, CDA for cooperatives
 - d.2. Mayor's Permit/Business Permit
 - d.3. Statement of all On-going & Completed Government & Private Contracts
 - d.4. Latest Audited Financial Statements Stamped Received by BIR
 - d.5. Annual Income Tax Return
 - d.6. Omnibus Sworn Statement in accordance with Section 25.2 (b.) (iv) of the Revised IRR of R.A. 9184
- e. Bid Bulletin, if any;
- f. Notice of Award of Contract and Contractor's "Conforme" thereto;
- g. Purchase Order or Notice to Proceed, whichever is applicable;
- h. Other contract documents that may be required by existing laws and / or the agency concerned.

2. The PROCURING ENTITY and the CONTRACTOR hereby agrees that the SCOPE OF WORK shall be the **REPAIR AND MAINTENACE OF WATER DISTRIBUTION SYSTEM AND SANITARY AND PLUMBING SYSTEM AT ILOILO INTERNATIONAL AIRPORT**;

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **One Million Two Hundred Ten Thousand Five Hundred Five Pesos (P 1,210,505.00)**.in Philippine Currency. However, the CONTRACTOR may opt to collect at least fifty (50%) percent of the fee provided that they have accomplished at least fifty (50%) percent of the project per evaluation and satisfaction of the PROCURING ENTITY based on CAAP Memorandum Circular 21-18 series of 2018;

4. That in consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the WORKS and remedy any defects therein in conformity with the provision of this CONTRACT AGREEMENT in all respects;

5. That the CONTRACTOR will fully & faithfully furnish all required materials and labor and will complete the said contract for the **REPAIR AND MAINTENACE OF WATER DISTRIBUTION SYSTEM AND SANITARY AND PLUMBING SYSTEM AT ILOILO INTERNATIONAL AIRPORT** and hereby agrees to complete the Contract within **Ninety (90) CALENDAR DAYS** which shall commence on the date received by the Contractor of the Purchase Order or seven (7) days after upon the receipt of Notice to Proceed, whichever is applicable;

6. The CONTRACTOR shall, at its proper cost and expense, fully and faithfully perform all works enumerated below:

ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED
				A.
1.0	27	set	Lavatory Faucets (Counter Top)	472,500.00
			Auto Faucets	
			AC Operated Controller (100~240V) - Cold Water	
			Water Pressure : 0.05MPa~0.75MPa	
			Water Usage : 1.8L/min	
			Finish : Nickel Chrome	
			Selectronic casted spout sensor faucet	
			FFAS8805-000500BF0	
2.0	8	set	Replacement of defective hand driers	180,000.00
			Powerful air velocity of 120 m/s	
			220V	
			With drain pan	
			Enables drying time in few seconds	
			Automatic operation by infra-red motion sensor	
			Heater On/Off switch for energy saving	
			Safety check light function terminate the operation in case of emergency	
			Anti-bacteria material adopted with drain pan	
			KDK T09AC Hand Dryer (White) or approved equivalent	

3.0	7	pcs	Bronze Gate Valve, Screwed Bonnet,	6,650.00
			Non Rising Steam ¾" Threaded ends to BS21	
			Class 125, KITZ or approve equivalent	
4.0	15	set	Toilet Auto Flush Valve	442,500.00
			Battery Operated	
			Selectronic Exposed Toilet Flush Valve	
			Tube for Selectronic Exposed Toilet Flush	
			Model:FFAS833-000500BC0 or approve equivalent	
5.0	24	pcs	Rechargeable heavy duty batteries	3,480.00
6.0	4	unit	Battery Charger	7,600.00
7.0	2	roll	THHN 3.5mm² @150m/roll	10,400.00
8.0	20	pcs	PVC Molding 1/2" x 8'	1,800.00
9.0	5	tubes	Silicone sealant (white)	1,375.00
10.0	1	unit	Submersible Drain Pump (Kawamoto YUK2-506-0.4T)	25,000.00
			0.4 KW, 220V, 60Hz, 3Phase	
			50mm Bore	
			Bearings (Japan made)	
11.0	5	pcs	6207ZZC3	6,750.00
12.0	5	pcs	6309ZZC3	8,750.00
13.0	5	set	Mechanical Seal EA560-25J (Eagle)	32,500.00
14.0	4	cans	Asahi solvent cement AV No. 52 @ 500g/can	11,200.00

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The CONTRACTOR shall furnish all the equipment, material and labor necessary for the aforementioned project to be completed in accordance with the provisions of the Revised IRR of RA 9184 and other related documents which are hereby made and incorporated in this contract;

7. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippages, based on his approved GANTT CHART, the Acting Airport Manager, Iloilo International Airport, Area Center VI, may, at his discretion, terminate or rescind this contract pursuant to existing laws, rules and regulations;

8. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws, the other relevant and applicable provisions of the Labor Code of the Philippines included herein the submission of the names and profile of their manpower assigned to perform the task for credibility check to implement the project and to secure safety in the airport grounds;

9. No extension of time shall be granted to the CONTRACTOR due to ordinary unfavorable weather condition, non-availability of materials or equipment to be furnished or used by it, labor problems and such causes for which the PROCURING ENTITY is not directly responsible, or when time-affected activities do not fall within the critical path of the network. Extension of time shall be granted only for the equivalent period of delay due to major natural calamities such as earthquake, typhoon, and the likes, which will cause unworkable conditions as well as stoppage of work on orders of the PROCURING ENTITY;

10. The CONTRACTOR warrants that he has not given nor promised to give any money or gifts to any employee/official of the PROCURING ENTITY (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;

11. The CONTRACTOR shall not assign, transfer, pledge, sub-contract or make such any other dispositions of the Contract or any part or interest therein except upon written notice to and prior approval of the PROCURING ENTITY. The approval of the sub-contract shall not relieve the CONTRACTOR from any liability or obligation under this Contract Agreement;

12. As a Warranty, within the period of one (1) year after the completion and final acceptance, the CONTRACTOR shall remain liable for any damages and defects discovered in the work due to faulty installation or the use of inferior materials. The PROCURING ENTITY shall retain the amount equivalent to ten (10%) percent of the total project cost as Guarantee Bond or Warranty Deposit and shall be retained for the duration of its warranty.

The PROCURING ENTITY shall promptly notify the CONTRACTOR in writing of any claims arising under this warranty. Upon receipt of such notice, the CONTRACTOR shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the PROCURING ENTITY. That any violation of this Warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction of the Contract Price or the consideration paid without prejudice to the filing of civil criminal action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or his representatives.

The CONTRACTOR shall render the PROCURING ENTITY free and harmless from any and/or all claim(s) or action(s) which may now hereafter be filed by any third person by reason of the foregoing;

13. The provisions of R.A. 9184 and its Implementing Rules and Regulations Part A, as amended, on liquidated damages which shall be payable by the CONTRACTOR in case of breach thereof. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the

Cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PROCURING ENTITY shall rescind the contract, without prejudice to other courses of action and remedies open to it;

14. The PROCURING ENTITY reserve the right to unilaterally rescind/terminate/revoke this Contract even before its expiration whenever determined that the CONTRACTOR's accomplishment/performance is unsatisfactory, based on specifications and accomplishment report duly submitted/prepared by the PROCURING ENTITY's duly authorized representatives;

15. The parties hereby mutually agree that in case of court suit/litigation arising from this Contract, the same shall be filed with the court of appropriate jurisdiction within Iloilo City;

16. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project.

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on OCT 04 2021 at Province of Iloilo.

Government of the Republic of
the Philippines

**CIVIL AVIATION
AUTHORITY OF THE
PHILIPPINES**

(Procuring Entity)

BY:


MANUELA LUISA F. PALMA
Acting Airport Manager
Iloilo International Airport



**WINEGARD
CONSTRUCTION SUPPLIES
TRADING**

(Contractor)

BY:


ENG HUY TIO
Owner/Proprietor

